

RETURN DATE:	MARCH 1, 2021	:	SUPERIOR COURT
		:	
THE HYGIENIC ART, INC.		:	J.D. OF NEW LONDON
		:	
V.		:	NEW LONDON HOUSING SESSION
		:	
HARRISON LOVE		:	FEBRUARY 19, 2021

COMPLAINT

COUNT ONE – (SERIOUS NUISANCE)

1. On or about October 1, 2020, the plaintiff, as lessor, and the defendant, as lessee, entered into a written lease (“Lease”) for the use and occupancy of the residential premises owned by the plaintiff and located at 81 Bank Street, Apartment 3A, New London, Connecticut (“Premises”). A copy of said Lease is attached hereto as exhibit A.

2. The lessee has caused substantial and wilful destruction of the premises by repeatedly defacing the doors of other tenants, defacing the walls in common hallways, painting graffiti on the exterior and interior of the Premises, urinating on the grounds of the Premises and defacing RING cameras provided to the tenants for their safety and security after numerous complaints about the lessee.

3. The lessee has engaged in conduct which presents an immediate and serious danger to the safety of other tenants and agents of the lessor by the following including but not limited to:

- a. verbal intimidation and threats to tenants,
- b. assaulting tenants by throwing objects at them,

- c. stalking of other tenants at their places of employment,
- d. silently stalking of other tenants while walking on public streets,
- e. leaving messages on the tenants' doors and vehicles,
- f. verbal intimidation and threatening actions directed at agents of the lessor,
- g. unauthorized use and waste of lessor's business equipment,
- h. interrupting lessor's business in the lessor's art gallery below the tenant's apartments,
- i. leaving loud music playing in his apartment during the day while not there,
- j. ranting and playing guitar in the common hallways after midnight,
- k. failing to abide by minimum COVID-19 guidelines,
- l. failing to maintain the rental unit in a safe condition,
- m. and publishing offensive screen shots of text messages directed at a neighbor of the lessor and a campaign of a series of multiple disturbing videos via social media showing questionable behavior, disturbing diatribes, acts of trespass, and confrontations with police, all of which cause the tenants and agents of lessor to be concerned for their safety in lessee's presence.

The above conduct has resulted in multiple responses to the premises by the New London Police Department and has further resulted in the arrest of the lessee on the premises. Upon meeting the terms of his surety bond, the lessee contacted an agent of the lessor at 2:30 on the morning of his release by

telephone in a threatening manner and later continued to post intimidating and harassing videos on social media. The tenants have demanded that lessor remove the individual and have threatened to leave the premises. As a result, the Lessor has provided all other tenants with RING cameras for their units and have rebated the other tenants rent for one month all to lessor's financial detriment.

4. The foregoing constitutes a Serious Nuisance as defined in Connecticut General Statutes section 47a-15.

5. On February 5, 2021, the plaintiff caused a written notice ("Notice To Quit") to be duly served on the defendant Harrison Love to quit possession of the Premises on or before February 14, 2021 as required by law. A copy of said Notice To Quit is attached hereto as Exhibit B.

6. Although the time designated in the Notice To Quit for the defendant Harrison Love to quit possession of the Premises has passed, the defendant Harrison Love continues in possession of the Premises.

COUNT TWO - (NUISANCE)

1-3 Paragraphs 1-3 of COUNT ONE are hereby incorporated by reference and made paragraphs 1-3 of this COUNT TWO.

4. The foregoing conduct disturbs the other tenant's peaceful enjoyment of the Premises or their individual units and interferes substantially with the comfort and safety of other tenants or occupants of the premises and adjacent buildings and constitutes a Nuisance as defined in Connecticut

General Statutes section 47a-32.

5. On February 5, 2021, the plaintiff caused a written notice ("Notice To Quit") to be duly served on the defendant Harrison Love to quit possession of the Premises on or before February 14, 2021 as required by law. A copy of said Notice To Quit is attached hereto as Exhibit B.

6. Although the time designated in the Notice To Quit for the defendant Harrison Love to quit possession of the Premises has passed, the defendant Harrison Love continues in possession of the Premises.

COUNT THREE - (BREACH OF LEASE)

1-3 Paragraphs 1-3 of COUNT ONE are hereby incorporated by reference and made paragraphs 1-3 of this COUNT TWO.

4. The Lease (hereto annexed as Exhibit A) states in relevant part,

"Termination of Rights ... if you interfere with the peaceful enjoyment of the other members of the cooperative...the Hygienic may at any time thereafter, as allowed by law...re-enter and repossess the Unit by summary process proceedings (eviction)..."

5. The foregoing conduct constitutes a breach of the lease.

6. On February 5, 2021, the plaintiff caused a written notice ("Notice To Quit") to be duly served on the defendant Harrison Love to quit possession of the Premises on or before February 14, 2021 as required by law. A copy of said Notice To Quit is attached hereto as Exhibit B.

7. Although the time designated in the Notice To Quit for the defendant Harrison Love to quit possession of the Premises has passed, the defendant Harrison Love continues in possession of the Premises.

WHEREFORE, the plaintiff claims a judgment for immediate possession of the premises.

THE PLAINTIFF

By:



Scott C. DeLaura
Palumbo & DeLaura, LLC
528 Chapel Street
New Haven, CT 06511
203.773.1113
Juris No. 415035

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HARRISON LOVE : FEBRUARY 19, 2021

CERTIFICATION OF FINANCIAL RESPONSIBILITY

This is to certify that the undersigned is personally familiar with the financial responsibility of the plaintiff and deems him sufficient to pay the costs of this action.

THE PLAINTIFF

By: 

Scott C. DeLaura
Palumbo & DeLaura, LLC
528 Chapel Street
New Haven, CT 06511
203.773.1113
Juris No. 415035

NOTICE TO QUIT (END) POSSESSIONJD-HM-7 Rev. 4-19
C.G.S. § 47a-23STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov**Instructions:**

1. Complete this notice. Make sure that the person signing this notice is the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law or in-fact.
2. Give the completed notice to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
3. After service (delivery to the tenant(s) and occupant(s)) is made, the original Notice to Quit will be returned to you. If you do not want to include your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

To: Name(s) of tenant(s) and occupant(s)

Harrison Love

Address of premises, including apartment number, if any

81 Bank Street, New London, Connecticut 06320, Unit 3A

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or before (date) February 14, 2021 for the following reason(s) (specify):

1. Pursuant to Connecticut General Statutes sec. 47a-23(a), the publication available to the public via social media including the tenants and employees of the Landlord of threatening and offensive emails from Harrison Love to a third party followed by a campaign of multiple disturbing videos generated by Harrison Love and made available to the public via social media, verbal intimidation of tenants, intentionally failing to respect COVID-19 Guidelines, ranting and playing guitar in the communal hallway after midnight, attracting a criminal element into the building in alleging that he is the target of a breaking and entering of his apartment, alleging possessions were stolen and the target of death threats, and silently following a tenant while walking outside the Premises and various and several other instances of unwanted interaction and intimidation with tenants causing multiple tenants to request of the Landlord to remove Harrison Love from the premises and/or be relieved from their rental agreements and be permitted to move due to fear for their physical safety, all of which constitute a **SERIOUS NUISANCE** as defined by Connecticut General Statutes sec. 47a-15 and present an immediate and serious danger to the safety of the tenants and agents of the Landlord.

2. Harrison Love has breached an express violation of his written Lease with the Landlord by virtue of his continuing interference with the peaceful enjoyment of the other tenants and members of the cooperative which is a material non-compliance with the rental agreement.

If you have not moved out of the premises by the date indicated above, an eviction (summary process) case may be started against you.

Name and title of person signing (Print or type) <u>Attorney for</u> <u>SCOTT C. DeLaura</u>	Signed <u>SCOTT C. DeLaura</u>
Name of landlord <u>Hygienic Arts, Inc.</u>	Date signed <u>2/5/2021</u>
	Dated at (Town) <u>New London</u>

Address of person signing (Submit to proper officer on a separate sheet if desired)

79 Bank Street, New London, Connecticut 06320

Return of Service (To be completed by officer who serves (delivers) this notice)

Name(s) of person(s) served <u>Harrison Love</u>	Address at which service was made <u>81 Bank Street Unit 3A</u> <u>New London</u>	On (Date of service) <u>2/5/21</u>
		Fees
		Copy
		Endorsement
Then and there I made due and legal service of the foregoing notice by leaving a true and attested copy (copies) with or at the place where each of the tenant(s) and occupant(s) named above usually live.		Service <u>40⁰⁰</u>
Attest (Name and title) <u>TRANS. R...</u> <u>ct Side...</u>		Travel
		Total <u>40⁰⁰</u>

MAR 11 2021

MAR 11 2021

Hygienic Art
Co-op
77 Bank St.
New London, CT
06320

HYGIENIC ARTIST IN RESIDENCE LEASE

This Lease Agreement is made and entered into by and between Hygienic Art, Inc. (hereinafter referred to as "The Hygienic", "we" or "us") acting herein by its duly authorized agent signing

below, and *Harman Lee* (hereinafter referred to as "Tenant", "Artist in Residence", "Resident Artist", "you" or "your").

In consideration for your payment of the monthly rent ("RENT"), stated herein, we hereby lease to you and you hereby lease from us, the dwelling unit containing one bedroom and visual artist's studio known as Unit _____, together with the use of the Common Areas appurtenant thereto, and a membership in a common interest community known as Hygienic Art Cooperative (Co-op) located at 81 Bank Street, New London, Connecticut, to be used and occupied as a private residence and working visual artist's studio only by you and your significant other. (children are not allowed) The Addendum signed by you contains the name of the individual (non Co-op Member) allowed, at the increased rent fee, to reside in the Unit.

Term.

This Lease begins on October, 1st 2020 and continues until October, 1st 2022

Unless you or the Hygienic terminate this Lease in accordance with the terms of this Lease, it will renew automatically for successive terms of one year for a period of up to two years. After completion of the two-year period, the Lease may be renewed for additional one year terms following review of the Tenant's tenancy by the Board.

Monthly Charge Payable

The total monthly rent for the Unit is \$625.00 for the Resident Artist plus \$150 for the individuals(s) listed in the addendum for a total rent of \$ 625.00. Also a one month security fee of \$500.00 is due upon signing of this agreement. This is payable by you, in advance, by the tenth day of each and every month. The Hygienic shall have the right to increase the rent by a charge of one hundred (\$150) dollars per month whenever a new individual, not listed at the Resident Artist, assumes occupancy in your Unit. Any additional proposed occupant (non Co-op Member) must be approved in advance by The Hygienic and the Hygienic Art Co-op.

Payments

Are made to Hygienic Art, Inc. on the first day of the month and placed in the treasurer's mail box in the Hygienic Gallery. Bank fees charged for bounced checks will be payable by the resident.

The rent may be modified by the Board of Directors of the Hygienic ("Board of Directors") in conjunction with the Hygienic Artist Co-op during the term of this Lease. If the Board of Directors is planning a change in the rent it shall do so at the Annual meeting of the Hygienic Art Cooperative. Hygienic Art shall mail or hand deliver a

written notice to all Tenants at least 30 days before the meeting date, if a change in the rent is required; the methods for computing such charges will be discussed at the meeting, (ii) giving the date, time and location of the meeting, and (iii) including a copy of the proposed change. The written notice to the Tenants shall advise them that they may view any documents, including financial reports, supporting the proposed rent change. If the rent payable by you changes as a result of the Annual meeting, it will be effective the first day of the month following the decision of the Board of Directors.

The same written notice as is mailed (communication by email is acceptable) to tenants shall be mailed to any funding source requiring notice.

Utilities

The Hygienic will not supply your Unit with utilities as part of the rent.

In addition to the rent, you are responsible for the payment of electricity and gas services provided to your unit.

The following appliances are included with the rent for your Unit and no other major appliances will be allowed in the Unit without the Hygienic's express written consent:

Refrigerator
Stove
Gas Heating Unit
Dishwasher

The term major appliance, for purposes of this section, does not include a microwave, or an air conditioner.

The following major appliances are shared by the Tenants: a washer and dryer, located in a common area in the basement.

Responsibilities

Each Individual Member of the Coop shall contribute 8.5 hours per month of volunteer work to the Hygienic Art Gallery (100 hours per year) in the Art Park, Gallery and Hygienic sponsored events, and shall exhibit in the annually in the Hygienic Co-op Exhibition at the Hygienic Galleries and shall mount artwork for a solo exhibition in one of the galleries at the Hygienic Art Galleries or organize an exhibition with other artists in multiple galleries every two years.

Members shall also share maintenance responsibilities of the building as part of their 100 hours of labor. These include: bringing trash and recyclables to the street at least weekly:

Vacuum the hallways at least monthly, maintain a clean and orderly appearance to the entry way, deck and garden areas. This will constitute 2 hours of labor per month for whichever resident is responsible for that month. Volunteer opportunities will also be offered by the Gallery Associate an/or the Managing Director for help in the galleries and Art Park. A log of Resident Artists' hours will be kept by the Hygienic Resident Artists and Resident Artists must account for hours with descriptions on a google drive page upon completion. (see addendum for allowable labor hours lists and other responsibilities)

Rules

You agree to follow the Rules attached to this Lease. If Hygienic Art Cooperative makes changes in the Rules, the changes do not become effective until ten (10) days after you receive a copy of them.

Conduct of Family and Guests

You are responsible for all acts of your family, guests, and agents while they are on the Property. Your family, guests and agents must not interfere with other members or disturb their occupancy. If you pay the rent as agreed and comply with this lease you may peaceably and quietly have, hold and enjoy the Unit.

Alterations

You shall not make any alterations, or improvements in your unit or the common areas without the Hygienic's written consent at its sole and exclusive discretion. All additions, alterations, improvements made in or to your Unit by either the Hygienic or you shall become the Hygienic's property and must be surrendered with the Unit at the termination of the Lease. You shall have the right to remove or replace your movable fixtures provided you repair any damage caused by said removal. Your failure to remove your fixtures or any of your property at the termination of this Lease shall be deemed abandonment of such property, and the Hygienic may dispose of such property in any manner it chooses without liability to you.

Insurance and Repairs

Your personal property on the premises shall be there at your sole risk and the Hygienic is not responsible for damage thereto or for theft or misappropriation thereof. You are responsible for obtaining insurance for your personal property at your own expense. You are responsible for the maintenance of the interior of your Unit and must return it to the Hygienic at the end of the Lease in the same condition as it was initially occupied by you. Reasonable wear and tear is allowed. If damage is done to the Unit, or if unauthorized alterations are made, you will be responsible for the cost of repair. The Hygienic shall make necessary repairs to all the Common Areas, being the areas outside the interior walls of the individual units commonly used by all of the tenants.

The Hygienic is not responsible for the loss of or damage to property or injury to a person or persons occurring in or about the Property unless it is caused by an act,

omission or negligence of the Hygienic or its agents or employees. You must notify the Hygienic in writing promptly of any accident or defect in the pipes, wires, heating apparatus, plumbing, or any other service or equipment in the Property. The Hygienic will not be liable for any damages resulting from the failure of the Hygienic to make repairs for which it is responsible unless prior written notice has been given by the Resident Artists of the need for such repairs and a period of time sufficient for the making of such repairs has passed.

In case of damage to the Property by fire or weather, Hygienic will repair the damage. If, however, the Hygienic determines not to repair the damage, then this Lease will end after the Hygienic will give reasonable notice. The Hygienic will notify you of its decision within forty-five (45) days of the occurrence of the damage.

Termination of Rights

If you do not pay your rent within ten (10) days after it is due, if you repeatedly or seriously damage your Unit or the Common Areas, if you desert or vacate the Unit, if you interfere with the peaceful enjoyment of the other members of the cooperative, or if you violate any of the terms or agreements of this Lease and any Rules pertaining to the Property, then the Hygienic may at any time thereafter, as allowed by law, terminate your membership, re-enter and repossess the Unit by summary process proceedings (eviction) and it may move you and your belongings out in accordance with law without incurring any liability.

Remedies Upon Termination

The Hygienic will give you at least 30 days written notice prior to termination of your Tenancy. After a vote of termination by the Board, the Hygienic may take legal action leading to your eviction from the Unit. In the event that the reason for termination is nonpayment of the rent, you may be evicted in the same manner as provided by law in the case of an unlawful holdover by a tenant.

If the Hygienic takes action and gives you a notice to move out or asks a court to evict you, and, while you are still occupying the Unit, you pay the rent, such payment shall be accepted as use and occupancy only.

Money Damages

In the following cases the Hygienic may decide to seek a money judgment against you for unpaid rent or damages under the Lease:

If you do not pay the stated monthly rent promptly when due;
If you, your family, your guests or your agents damage the Unit, or the Property;

If you do not comply with any and all provisions of this Lease or, If the Hygienic terminates this Lease by summary process proceeding (eviction).

In the event it becomes necessary for the Hygienic to take action to enforce the terms of this Lease or to collect any sums owing under the terms of this Lease, and it secures a judgment against you or you admit fault in writing, then you agree to pay all costs, including reasonable attorney's fees, which do not exceed those allowed by law.

Inspection of Unit

You recognize that the Hygienic may conduct an annual inspection of the Unit. If the Hygienic needs to enter your apartment to make the annual inspection, or routine inspections and repairs or for the purpose of transferring the Unit, the Hygienic will notify you ahead of time and ask permission, and you may not unreasonably refuse access.

In case of emergency, such as fire, the Hygienic or any funding source may enter your Unit without notice to you and without your consent.

Initial Condition of Unit

You agree that your Unit is in good condition and repair as of the signing of this Lease except for those items, if any, listed in the Addendum to this Lease.

Non Discrimination

The Hygienic will not discriminate against you under the terms of this Lease, or in any other respect because of your race, color, creed, religion, sex, sexual orientation, national origin, disability, or marital status.

Limitation on Assignment.

You may not assign this Lease, or your rights under this Lease, or sublet your Unit.

Subordination

In order to legally subordinate this Lease to a mortgage, it may be necessary or desirable to execute (sign) more documents. If the Hygienic asks and you refuse to sign a Lease subordination agreement, without charge to the Hygienic, the Hygienic

then has the right to cancel this Lease at no cost or damage to the Hygienic.

Validity

The invalidity of any clause, part or provision of this Lease, shall not affect the validity of the remaining part.

Your Right to Terminate

You may terminate your membership in the Hygienic Art Cooperative and occupancy of your Unit subject to the terms of this Lease. However, you agree that you will give the Hygienic Art Cooperative and the Hygienic thirty day (30) written notice prior to leaving the Unit.

Obligation of Good Faith

You agree to act in good faith and to observe and promote the mission of Hygienic Art for which the Hygienic Art Cooperative was established.

Governing Law

This lease shall be governed by Connecticut Law and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Captions

The captions at the beginning of the paragraphs of this Lease are for convenience or reference only and shall not define or limit the terms of such paragraphs in any manner.

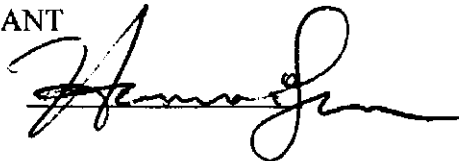
Signed, witnessed and dated as follows:

WITNESS

Date:

9/11/20

TENANT



Hygienic Art, Inc.

Date:

9/11/20

By:



Its: President

ADDENDUM
TO
Hygienic Artist in Residence Lease

For Unit _____, in the Hygienic Art Cooperative

Persons allowed to reside in the Unit pursuant to this Lease:

TENANT _____

Date: _____

Hygienic Art, Inc.

Date: _____

By: _____

Its: _____

ADDENDUM (CONT.)

HYGIENIC RESIDENT ARTISTS LABOR ITEMS

1. Gallery sitting.
2. Staffing and set-up/clean up at Gallery openings and events.
- 3 Staffing and set-up/clean up at Art Park events.
4. Administering and/or staffing Hygienic community art projects or programs on or off the Hygienic property (upon board approval)
5. Landscaping and garden maintenance in the Garden of Hygienia or the Art Park.
7. Painting, cleaning or maintenance of galleries, Art Park and resident common areas.
8. Snow removal.
9. Public representation of Hygienic Art. (upon board approval)
10. Approved visual and graphic art projects pertaining to public relations and advertising of Hygienic Art Galleries, Hygienic Annual show and Art Park.
11. Hygienic board meetings Resident Artist representation, and quarterly meetings of the Co-op (4 hour maximum per year for Co-op meetings).

12. Working with the gallery associate to hang, strike and prep gallery walls for monthly art exhibitions.

The Hygienic Gallery Associate shall communicate with reasonable notice all volunteer opportunities and events to the Resident Artists and sign-up in advance will be considered a commitment to serve them. No other community or board volunteers will be signed in unless extra help is needed.

Other responsibilities of the Hygienic Art Cooperative include:

Choosing a new working visual artist resident upon the vacating of a unit.

Responsibilities include:

1. Advertising the unit and position to all eligible working visual artists during a three week period upon notification of unit vacancy.
2. Giving Resident Artist Applications to eligible visual artists to be filled out.
3. Group interview and portfolio review with potential eligible artists.
4. Choosing a new resident artist from the pool of eligible applicants.